

## TERMS AND CONDITIONS

### 1. BOOKING

- 1.1 All bookings made between Ambro Sports and Events Limited (the Company) and the Client (which term includes all other members of the clients party).
- 1.2 A contract between the Company and the Client is deemed to be in existence upon the issue of a deposit invoice by the Company following receipt of written confirmation of the booking by the Client.
- 1.3 The contract will be subject to these booking conditions which may not be varied.

### 2. PAYMENT

- 2.1 When booking an event the Client is required to pay a 50% deposit in respect of each member of the party.
- 2.2 A final invoice will be sent to the Client twelve weeks before the date of the event. The payment of the balance is due at least eight weeks before the event.
- 2.3 If the booking is made within twelve weeks of the event, the full price must be paid at the time of booking.
- 2.4 If payment in full has not been made at the required time, the Company reserves the right to treat the booking as cancelled, in which case the Client may become liable to pay such cancellation charges as are set out in Clause 6.2. The Company reserve the right to levy interest at 2% per month on any outstanding amount not received by the due date.

### 3. PRICES

- 3.1 All prices and charges quoted are given in good faith and are believed to be correct and based upon tariffs and rates of exchange applicable at the date of the invoice on the reverse side hereof.
- 3.2 The Company reserves the right to pass on any cost increases without prior notice should there be any adverse fluctuation in foreign exchange rate, or any increase in accommodation, travel, fuel or other costs of the package. Any cost increases will be set out on the final invoice and any further cost increases will be borne by the Company.
- 3.3 If any price increase exceeds ten percent of the event price, the Client may cancel the event without penalty and may obtain a refund of all monies paid, provided the Company has been notified in writing within seven days of the Client receiving the final invoice.
- 3.4 There will be no refunds made in respect of currency fluctuations favourable to the Client, or reductions in fuel or other costs.

### 4. ALTERATION BY THE CLIENT

- 4.1 After a booking has been made, if a Client wishes to make some alterations, to the event or the accommodation arrangements, an amendment fee of £50.00 per person may be charged, in addition to any increase, if necessary, in the costs of the altered arrangements.
- 4.2 Any change requested must be made in writing within 12 weeks before the event, otherwise it will be treated as a cancellation with liability to incur cancellation charges as set out in Clause 6.2.

### 5. ALTERATION BY THE COMPANY

The Company reserves the right to make minor changes to the arrangements for an event which include (by way of example) a change of venue, alteration in producers or modifications in programmes.

### 6. CANCELLATION BY THE CLIENT

- 6.1 If a Client cancels an event or the event is treated by the Company as cancelled by reason of non-payment, cancellation charges as set out shall become payable by the Client to the Company within 7 days. Cancellation must be notified to the Company in writing by the Client.
- 6.2 Cancellation charges will be made as follows: -  
Within twelve weeks of the event - No refund, the full amount is payable.  
From the time of booking to twelve weeks before the event - A cancellation charge of 50% of the total amount is payable, unless a higher rate is agreed between both parties at the time of booking.

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### 7. CANCELLATION BY THE COMPANY

The Company will not cancel the event within four weeks of the event unless circumstances beyond the Company's control occur, or if the Client has not paid the balance of the price. If the Company cancels the event more than four weeks prior to the date, it will endeavour to offer the Client a suitable alternative. If that alternative is not acceptable to the Client, the Company will refund all monies paid in full.

### 8. EXCLUSION OF LIABILITY

8.1 The Company does not accept liability for circumstances beyond its control e.g. war or terrorist activity, weather conditions, fire, delays, the early or late opening or closure of an event, temporary technical, mechanical or electrical breakdowns at an event or transportation problems.

8.2 No refund can be made in the case of cancellation or postponement of an event such as sporting fixtures, pop concerts, theatre performances or other recreational or entertainment activities.

8.3 The Company does not accept liability in respect of loss or damage to the Client's baggage or personal belongings.

8.4 The Company shall be under no liability for death or personal injury or illness suffered by the Client or any member of his party unless shown to have been caused by negligence on the part of the Company or its employees.

8.5 The Client shall be responsible for any damage caused by any member of his party. The Company shall have the right to require any person whose behaviour is in the opinion of the Company likely to cause inconvenience to other clients and their guests, to leave the premises on demand. The Client shall procure compliance with any such requirements and in this eventuality no refund shall be made by the Company to the Client.

### 9. BROCHURE DESCRIPTIONS

The Company has taken every care to ensure that the descriptions of the events are accurate, however, errors do sometimes occur and occasionally amenities may be modified or withdrawn. The Company accepts no responsibility for any errors or modifications beyond its control.

### 10. COMPLAINTS AND DISPUTES

10.1 In the event of dissatisfaction or complaints, the Client should first notify the Company in writing within one week of the event.

10.2 Disputes which cannot be settled amicably will be determined by the Uxbridge County Court whom the parties by this agreement give jurisdiction notwithstanding either their respective geographical locations or the amount in dispute exceeds the County Court statutory limit from time to time in force.

### 11. GOVERNING LAW

These conditions shall be governed by English Law.